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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

PARIS PRESENTS INCORPORATED,	)	
	)	
Plaintiff,	)	Case Number: 1:10-cv-01723
	)	
	)	Judge: Honorable Milton I. Shadur
vs.	)	
	)	
ACCESSORY ZONE, LLC	)	
D/B/A BATHMARK, INC.,	)	
	)	
Defendants.	)	

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**CONSENT ORDER**

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The Court, having been fully advised and having read the Consent Order Stipulation filed by the parties, a copy of which is attached hereto and incorporated herein, does hereby ORDER that all of the TERMS of the CONSENT ORDER STIPULATION shall be enforceable as an ORDER OF THIS COURT:

Dated: June 21, 2010



United States District Court Judge

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

PARIS PRESENTS INCORPORATED	)	
	)	
Plaintiff,	)	Case Number: 1:10-cv-01723
	)	
vs.	)	Judge: Honorable Milton I. Shadur
	)	
ACCESSORY ZONE, LLC	)	
D/B/A BATHMARK, INC.	)	
	)	
Defendant.	)	

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**CONSENT ORDER STIPULATION**

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**CONSENT ORDER STIPULATION**

The parties hereto are Paris Presents Incorporated, a Illinois corporation whose principal address is 3800 Swanson Court, Gurnee, Illinois 60031 ("Paris Presents") and Accessory Zone, LLC d/b/a Bathmark, a New York limited liability company whose principal address is 350 Fifth Avenue, 4<sup>th</sup> Floor, New York, New York 10119 ("Bathmark").

**RECITALS**

Paris Presents is the owner of certain packaging for its EcoTools® brand cosmetic brushes, which is the subject matter of Civil Action 1:10- cv-10723 before the United States District Court of the Northern District of Illinois (the "Civil Action").

1. Bathmark was the named defendant in the above-referenced Civil Action alleged to have infringed the Paris Presents' trade dress in its EcoTools® cosmetic brushes and packaging as defined in Paragraph 2 of the Complaint filed by Paris Presents on March 18, 2010 in connection with the Civil Action ("EcoTools Trade Dress") by its sales of an ecofriendly line of cosmetic brushes under the brand name, NATURAL BEAUTY, as depicted in Paragraph 3 of the Complaint (the "Products").

2. Bathmark has provided to Paris Presents information regarding the manufacture and sales of the Products, including purchase orders for the Products; factory orders for the Products; number of units of the Products sold; number of units of the Products that remain unsold and in Bathmark's possession ("Unsold Products"); and number of units of the Products that are being recalled ("Recalled Products," collectively with the Unsold Products, the "Remaining Products").

3. The parties wish to settle all claims between them that have arisen in connection with the Civil Action by this Consent Order Stipulation (the "Stipulation"). In pursuance thereof, the parties agree as follows:

#### TERMS

1. Bathmark represents that the information it has provided pursuant to Recital 2 herein is accurate to the best of its knowledge and that, other than the Remaining Products and any Products that are in the public domain and not under Bathmark's control, no other Products exist.

2. As of the date of this Stipulation, Bathmark agrees, for itself and for all allied entities, not to manufacture or sell or import for sale or other distribution, or otherwise market or exhibit anywhere in the world the Products or any product that is confusingly similar to the EcoTools Trade Dress. Except with regard to the Products depicted in Paragraph 3 of the Complaint, nothing in this Consent Order shall relieve plaintiff of the burden of proving that any other products are confusingly similar to a protectable trade dress.

3. Within ten (10) business days of the execution date of this Stipulation, Bathmark agrees to provide to Paris Presents a Certificate of Destruction certifying the destruction of the Unsold Products; provided, however, if events beyond the control of Bathmark delay compliance, Paris Presents will agree to a short and reasonable delay, not to exceed twenty-four (24) days after the date of this Stipulation, in which to provide Paris Presents with a Certificate of Destruction certifying the destruction of the Unsold Products. Bathmark agrees to notify Paris Presents upon receipt of the Recalled Products. Within ten (10) business days of receipt of the Recalled Products, Bathmark agrees to provide to Paris Presents a Certificate of Destruction certifying the destruction of the Recalled Products. In the event Bathmark does not receive the Recalled Products within three (3) weeks of the execution date of this Stipulation, Bathmark will immediately notify The Ollila Law Group, LLC via e-mail and provide information, including supporting documentation, explaining the delay and outlining the reasonable steps Bathmark intends

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to take to secure possession of the Recalled Products. In the event Bathmark does not substantially comply with its obligation to provide a Certificate of Destruction certifying the destruction of the Recalled Products within two (2) months of the execution date of this Stipulation ("Final Certification of Destruction Deadline"), Bathmark shall pay to Paris Presents Two Hundred Fifty Dollars (US\$250) per day from the Final Certification of Destruction Deadline until such time as Bathmark substantially complies.

4. Within five (5) business days of the execution date of this Stipulation, Bathmark agrees to send to The Ollila Law Group, LLC a check in the amount of Twenty Thousand Dollars (US\$20,000) made payable to Paris Presents Incorporated.

5. Upon execution of this Stipulation, Bathmark agrees to provide to the Ollila Law Group, LLC a list of its individual members, including the individual partners of the member that is a partnership ("Principals"), which shall be attached hereto and incorporated by reference herein as Stipulation Exhibit A.

6. The parties to this Consent Order stipulate to the United States District Court for the Northern District of Illinois (the "Court") having proper jurisdiction over this matter and expressly waive any challenges to the Court's venue and all rights to challenge or contest the validity of the Consent Order. Enforcement, modification, or revocation of the Consent Order will be carried out pursuant to orders of the Court.

7. The signing of this Stipulation does not constitute an admission by Bathmark of the allegations in the Complaint, including without limitation the allegations that the EcoTools Trade Dress is a protectable trade dress, that it has been infringed by the Products, or that an unfair act has been committed.

8. Notwithstanding Paragraph 7, Bathmark will not seek to challenge the validity of the EcoTools Trade Dress or the infringement thereof by the Products in any administrative or judicial proceeding to enforce this Stipulated Consent, but shall be entitled to do so in any other proceeding.

9. The parties agree that upon issuance of the Consent Order described herein that the Civil Action be terminated with prejudice, except for any enforcement of the provisions of this Order by contempt of court.

10. Each party will bear its own costs and attorney's fees incurred in connection with this action. In the event of a breach of this Stipulation by any party, the prevailing party in any action to enforce any term of the Stipulation shall be entitled to reimbursement of its reasonable attorney's fees and costs.

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11. This Stipulation shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and Principals, whether by merger or consolidation or otherwise. Any and all liability arising from or relating to this Stipulation and Consent Order shall be assessed according to law against those (Defendant and its Principals) responsible for any violations. Notwithstanding the foregoing, nothing in this Consent Order shall be interpreted or construed to impose joint and several liability on Defendant and/or its Principals.

DATED: June 18, 2010

PARIS PRESENTS INCORPORATED	ACCESSORY ZONE, LLC d/b/a BATHMARK
<i>Michael P. Wolf</i>	<i>Mark Benun, President</i>
By: <i>Michael P. Wolf</i>	By: <i>[Signature]</i>
Its: <i>CFO</i>	Its:

STIPULATION EXHIBIT A

List of Bathmark Principals

Jack Benun

Mark J. Benun

Jack Saban

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